AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF THE NATIONAL DEFENSE OF EL SALVADOR CONCERNING HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

The Department of Defense of the United States of America and the Ministry of the National Defense of El Salvador, hereinafter referred to as "the Parties," desire effective cooperation;

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States, if comparable care is made available to a comparable number of United States force members and their dependents in the country of the foreign force member;

Whereas it has been determined that appropriate conditions exist to ensure that comparable care to comparable numbers of persons will be made available by each Party;

Considering the importance of establishing cooperative actions to make available medical attention under the principle of reciprocity;

The Parties agree as follows:

ARTICLE I
Objective

This Agreement establishes a collaborative arrangement between the Parties to make available reciprocal inpatient medical treatment and other medical treatment for the military members and their dependents of the Armed Forces of the United States of America and the Republic of El Salvador. Medical attention that is to be provided at the medical military facilities in their respective territory shall be without charge.

ARTICLE II
Definitions

1. Dependents: The term "dependents" is defined as follows:

a. Spouse. A person who is the lawful wife or husband of a military member of the United States or of the Republic of El Salvador.

b. Dependent child. A military member's child who depends on the military member for support, and who has not attained the age of 21, or if enrolled in a full-time course of study at an institution of higher learning, the age of 23.

2. Subsistence surcharge. A charge for meals consumed in the military treatment facilities of the parties.

ARTICLE III
Scope

This Agreement applies to military members of the Armed Forces of the United States of America and the Republic of El Salvador, and their dependents, who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of a visiting military aircraft or military vessel which lands at each other's airfields or docks in each other's ports on official military business.

In addition to the dependents of the Salvadoran military members covered in the preceding paragraph, the accompanying dependents of a military student in the International Military Education and Training (IMET) Program shall be covered (understanding that the IMET program covers IMET students).

No more than six officers and their dependents assigned to the Inter-American Defense Board and the Inter-American Defense College are covered by this Agreement. The senior defense military attache will select those eligible for care.

Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

ARTICLE IV
Representatives

In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and the Representative of the Ministry of the National Defense of El Salvador shall be the Minister of Defense.

ARTICLE V
Medical Attention Available

1. The Department of Defense of the United States shall make available in its military treatment facilities in the United States of America:

a. For Salvadoran military members covered by this Agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. For dependents accompanying those military members:

i. Outpatient and inpatient medical care in Department of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable), and

ii. Dental care in Department of Defense medical and dental facilities, without charge, to the same extent that such care is made available in military facilities within the United States to dependents of United States military members.

c. The Department of Defense shall ensure the military members and their dependents receiving care in a Department of Defense medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

2. The Ministry of the National Defense of El Salvador shall make available in their military medical facilities in the Republic of El Salvador:

a. For United States military members covered by this Agreement, outpatient and inpatient care in Ministry of the National Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. For dependents accompanying those military members:

i. Outpatient and inpatient medical care in Ministry of the National Defense medical facilities, without charge (except for a subsistence surcharge, if applicable), and

ii. Dental care in Ministry of the National Defense medical and dental facilities, without charge, to the same extent that such care is made available in military

facilities within the United States to dependents of Salvadoran military members.

c. The Ministry of the National Defense shall ensure that United States military members and their dependents receiving care in a Salvadoran medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

ARTICLE VI
Expenses

Each party shall pay the resulting expenses from the application of this Agreement, subject to their respective laws and the availability of funds appropriated for these purposes.

ARTICLE VII
Dispute Resolution

Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to the Representatives of the Parties.

ARTICLE VIII
Final Dispositions

This Agreement shall enter into force upon the date of last signature and shall remain in force for three years, unless terminated by either Party by giving at least ninety days written notice to the other Party. It may be extended by mutual written agreement of the Parties.

This Agreement may be amended by mutual written agreement of the Parties.

This Agreement is in two originals in English and Spanish, being both texts equally authentic.

For the Department of Defense
of the United States of America

MAR 10 2008

S. Ward Casscells, M.D.
Assistant Secretary of Defense
(Health Affairs)

Date: _____

For the Ministry of the National Defense
of El Salvador

Minister of Defense

Date: 17 MAR. 2008